

DECLARATION OF CATHY A. MCGOFF

I, Cathy A. McGoff, declare and certify as follows:

1. I am a Senior Manager, Law Enforcement and Information Security at Google LLC (“Google”), where I have been employed for thirteen (13) years. As part of my duties at Google, I am a custodian of records. In that capacity, I review and respond to legal process and I authenticate Google’s business records. In my role, I also handle issues arising from the removal of content from Google’s platform. I am familiar with Google’s procedures for gathering information responsive to legal process and for providing CyberTipline reports to the National Center for Missing and Exploited Children (“NCMEC”). I am over the age of eighteen and competent to make this declaration. I make each of the following statements based on my personal knowledge and I could, if necessary, testify to the truth of each of them.

2. Google was not served by either party with the motion to suppress now pending in *United States v. Ringland*, Case No. 8:17CR289 (D. Neb. Aug. 10, 2018). Nonetheless, Google is aware of the briefing on the motion to suppress in this case and has voluntarily provided this declaration to both parties to ensure that the Court has access to accurate facts in its consideration of the pending motion, including facts that relate to Google’s practices in general as well as with respect to specific issues raised by the briefing on the motion to suppress. Google otherwise declines to take a position on the pending motion to suppress, which has been filed in a criminal case to which Google is not a party.

3. Google provides Internet-based services. Google’s terms of service prohibit our services from being used in violation of law. The terms of service also provide that Google “may

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review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law.” A true and correct copy of Google’s terms of service is attached hereto as Exhibit A.

4. Google has a strong business interest in enforcing our terms of service and ensuring that our services are free of illegal content, including in particular child sexual abuse material. We independently and voluntarily take steps to monitor and safeguard our services against this content because users will stop using our services if they become associated with being a haven for abusive content. Ridding our services of child sexual abuse material is thus critically important to protecting our users, product, brand, and business interests.

5. Based on these private, non-governmental interests, since 2008, Google has used its own proprietary hashing technology to detect and remove confirmed child sexual abuse material. Each offending image, after it is viewed by at least one Google employee or contractor (“Google Reviewer”) and confirmed to be child sexual abuse material, is given a digital fingerprint (“hash”) that our computers can automatically recognize. This hash is then added to our repository of hashes of confirmed child sexual abuse material. Comparing the hashes in that repository to hashes of content uploaded to our services allows us to identify duplicate images of child sexual abuse material and to prevent them from continuing to circulate on our products.

6. We also rely on users to flag suspicious content they encounter. When users flag suspicious content, Google Reviewers review the flagged content and determine whether it is child sexual abuse material. If it is, a hash of the image is added to Google’s repository of confirmed child sexual abuse material.

7. Increasing the number of hashes in our repository through these methods and

other non-government initiatives improves our ability to detect and remove child sexual abuse material from our services and furthers Google's private, non-governmental interests in doing so. But no hash is added to Google's repository unless its corresponding image is first visually confirmed by a Google Reviewer to be child sexual abuse material.

8. When Google discovers apparent child pornography as defined in 18 U.S.C. § 2256, Google provides a report to NCMEC via the CyberTipline in accordance with its statutory obligation under 18 U.S.C. § 2258A. Google trains a team of reviewers on the legal obligation to report apparent child pornography. The team is trained by counsel on the statutory definition of child pornography and how to recognize it on our products and services. Google makes reports in accordance with that training.

9. When Google's product abuse detection system encounters a hash that matches a hash in its repository of confirmed child sexual abuse material, in some cases Google automatically provides a report to NCMEC without re-reviewing the image. In other cases, based on its own business interests and not pursuant to any government request, Google undertakes a further manual, human review to confirm that the image contains apparent child pornography.

10. Images reported to NCMEC by Google have been confirmed by its reviewers as containing apparent child pornography, either contemporaneously with the report made to NCMEC, or previously when the hash was added to Google's repository of confirmed child sexual abuse material.

11. When Google confirms that an account on its services contains apparent child pornography, it sends a report to NCMEC as expeditiously as possible. After the initial report is

submitted, to protect its business interests, platform, and users, Google may also conduct a further manual review to identify and report additional child sexual abuse material in the account to remove that additional material from its platform. When appropriate, Google may also add a hash corresponding to that additional material to Google's repository in order to automatically detect and remove that material from Google's services in the future in order to further protect Google's business interests, platform, and users from being exposed to this material.

12. This process can sometimes take several weeks and span across several reports to NCMEC especially where, as in this case, an account contains a large volume of apparent child pornography. In addition, because human review is much slower than Google's hashing technology, it is to be expected that when multiple reports are made to the CyberTipline of apparent child pornography from an account, the reports submitted later will contain more manually-reviewed content than the reports submitted earlier.

13. Google's process for identifying, reviewing, and, if statutorily required, reporting child sexual abuse material is entirely separate from its process for responding to legal process, including search warrants from law enforcement. Indeed, these two processes are handled by different teams. Google did not change its processes for identifying, reviewing, and reporting child sexual abuse material due to its receipt of legal process from the government.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on August 30, 2018.


Cathy A. McGoff

EXHIBIT A



Google Terms of Service

This is an archived version of our Terms of Service. View the [current version](#) or [all past versions](#).

Last modified: April 14, 2014 ([view archived versions](#))

Welcome to Google!

Thanks for using our products and services ("Services"). The Services are provided by Google Inc. ("Google"), located at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

Using our Services

You must follow any policies made available to you within the Services.

Don't misuse our Services. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.

Our Services display some content that is not Google's. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

Your Google Account

You may need a Google Account in order to use some of our Services. You may create your own Google Account, or your Google Account may be assigned to you by an administrator, such as your employer or educational institution. If you are using a Google Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

To protect your Google Account, keep your password confidential. You are responsible for the activity that happens on or through your Google Account. Try not to reuse your Google Account password on third-party applications. If you learn of any unauthorized use of your password or Google Account, [follow these instructions](#).

Privacy and Copyright Protection

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

We provide information to help copyright holders manage their intellectual property online. If you think somebody is violating your copyrights and want to notify us, you can find information about submitting notices and Google's policy about responding to notices in our [Help Center](#).

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Some of our Services allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

When you upload, submit, store, send or receive content to or through our Services, you give Google (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services (for example, for a business listing you have added to Google Maps). Some Services may offer you ways to access and remove content that has been provided to that Service. Also, in some of our Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

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If you have a Google Account, we may display your Profile name, Profile photo, and actions you take on Google or on third-party applications connected to your Google Account (such as +1's, reviews you write and comments you post) in our Services, including displaying in ads and other commercial contexts. We will respect the choices you make to limit sharing or visibility settings in your Google Account. For example, you can choose your settings so your name and photo do not appear in an ad.

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Open source software is important to us. Some software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we'll be sorry to see you go. Google may also stop providing Services to you, or add or create new limits to our Services at any time.

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER GOOGLE NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

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Liability for our Services

WHEN PERMITTED BY LAW, GOOGLE, AND GOOGLE'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF GOOGLE, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

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Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Google and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Google and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and you and Google consent to personal jurisdiction in those courts.

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